

ALVORD AND ALVORD

ATTORNEYS AT LAW

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SUITE 200

WASHINGTON, D.C.

20006-2973

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

?

RECORDATION NO. 9882-M FILED

February 22, 1999

FEB 25 '99

11-40AM

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Partial Lease Termination Agreement, dated as of February 25, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment which was previously filed with Commission under Recordation Number 9882.

The names and addresses of the parties to the enclosed document are:

Lessor: State Street Bank and Trust Company  
2 International Place, 4<sup>th</sup> Floor  
Boston, Massachusetts 02110

Lessee: General Chemical (Soda Ash) Partners  
90 East Halsey Road  
Parsippany, New Jersey 07054

A description of the railroad equipment covered by the enclosed document is:

Six hundred and twenty-four (624) covered hopper cars set forth on  
Schedule 1 to Partial Lease Termination Agreement

1000-her

Vernon A. Williams  
February 22, 1999  
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

Surface Transportation Board  
Washington, D.C. 20423-0001

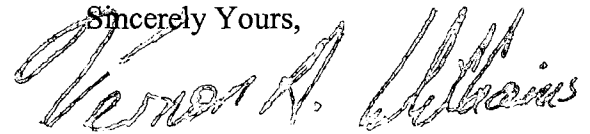
February 25, 1999

Robert W. Alvord  
Alvord & Alvord  
918 16<sup>th</sup> Street NW  
Washington DC 20006-2973

Dear Mr. Alvord:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and  
and 49 CFR 1177.3 (c), on February 25, 1999 at 11:40 AM, and assigned  
recordation number(s) 9882-M and 22036.

Sincerely Yours,



Vernon A. Williams  
Secretary

Enclosure(s)

\$ 52.00 The amount indicated at the left has been received in payment of a fee in  
connection with a document filed on the date shown. This receipt is issued for the amount  
paid. In the event of an error or any questions concerning this fee, you will receive a  
notification after the Surface Transportation Board has an opportunity to examine your  
document.

Signature: \_\_\_\_\_



RECORDATION NO. 9882-M

FILED

FEB 25 '99

11-40AM

## PARTIAL LEASE TERMINATION AGREEMENT

THIS PARTIAL LEASE TERMINATION AGREEMENT is entered into as of February 25, 1999 by and between **STATE STREET BANK AND TRUST COMPANY**, a Massachusetts banking corporation and successor in interest to The Connecticut Bank and Trust Company ("**Owner-Trustee**"), solely in its capacity as trustee under a Trust Agreement, dated as of October 15, 1978 (together with all amendments and supplements thereto, if any, the "**Trust Agreement**") (herein, the "**Lessor**") and **GENERAL CHEMICAL (SODA ASH) PARTNERS**, a Delaware general partnership ("**Lessee**").

### RECITALS

1. Owner-Trustee and Allied Chemical Corporation, a New York corporation ("**Allied**") entered into that certain Lease of Railroad Equipment dated as of October 15, 1978 (together with all amendments and supplements thereto, if any, entered into prior to the date hereof, the "**Lease**"), pursuant to which Owner-Trustee leased certain covered hopper railcars to Allied. The Lease was filed on December 4, 1978 as document number 9882-B with the Surface Transportation Board ("**STB**") (formerly, the Interstate Commerce Commission).
2. Allied-Signal, Inc. ("**Allied-Signal**") is the successor in interest by merger to Allied. Pursuant to an Assignment and Assumption Agreement dated as of May 21, 1986 and filed with the STB on December 1991 as document number 9882-I, Allied-Signal assigned the Lease to General Chemical Corporation.
3. Pursuant to a General Assignment of Assets and Assumption of Liabilities dated as of September 30, 1986, and filed with the STB on December 1991 as document number 9882-J, General Chemical Corporation assigned the Lease to Lessee.
4. Pursuant to a Purchase and Sale Agreement dated as of January 29, 1999 (the "**Purchase Agreement**"), Lessor has sold, and Lessee has purchased, six hundred twenty-four (624) 100 ton covered hopper cars as more particularly described on Schedule 1 hereto (collectively, the "**Equipment**") subject to the Lease. Lessor and Lessee desire to terminate the Lease with respect to the Equipment.

## AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Partial Termination of Lease.** Lessor and Lessee hereby terminate the Lease with respect to the Equipment described on Schedule 1 hereto effective 11:59 p.m., Eastern Standard Time on the Closing Date, as defined in the Purchase Agreement (the "**Termination Date**"). Lessee shall be responsible for the payment of the rental payment due to Lessor under the Lease on January 1, 1999, in addition to the other amounts due under the Purchase Agreement. The obligations of Lessee under the Lease with respect to the Equipment for any period prior to the Termination Date shall not be affected hereby and shall survive the termination of the Lease as described herein. The obligations of Lessor and Lessee with respect to all other railcars subject to the Lease and not described on Schedule 1 hereto shall not be affected hereby.

2. **Miscellaneous.**

- a. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein. All exhibits referred to herein and attached hereto are incorporated herein by this reference. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- b. Litigation. In the event any action or proceeding to enforce any provision of this Agreement, the prevailing party shall be entitled to receive, in addition to any other relief granted, all costs and expenses incurred in connection with such action or proceeding, including without limitation reasonable attorneys' fees.
- c. Successors. All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective legal representatives.
- d. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- e. Execution of Counterparts. This Agreement may be executed in counterparts and a binding enforceable agreement will have been entered into when a copy of this Agreement has been signed by each party.

- f. Notices. Except for any notice required under applicable law to be given in another manner, all notices provided for in this Agreement shall be given by and shall be effective three days after deposit of such notice in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective parties as follows (or to such other address as any party may designate by notice to the other party as provided herein):

If to Lessee: General Chemical (Soda Ash) Partners  
90 East Halsey Road  
Parsippany, New Jersey 07054  
Telephone: 973-515-3256  
Facsimile: 973-515-1985  
Attention: Mr. Douglas P. Strobel  
Controller

with a copy to: H. Scott Ellis, Associate General Counsel

If to Lessor: State Street Bank and Trust Company  
Corporate Trust Dept.  
2 International Place, 4th Floor  
Boston, MA 02110  
Attention: Ms. Alison Della Bella, Account Officer  
Telephone: 617-664-5667  
Facsimile: 617-664-5371

with a copy to: Eighth HFC Leasing Corporation  
Capital Equipment Group  
Household Commercial  
2700 Sanders Road  
Prospect Heights: IL 60007  
Telephone: 847-564-6384  
Facsimile: 847-205-7411  
Attention: Ms. Linda Armgardt, Contract Administration  
Vice President

and to: Cypress Equipment Management Corporation II  
One Sansome Street  
Suite 1900  
San Francisco, CA 94104  
Telephone: 415-951-4610  
Facsimile: 415-951-4605  
Attention: Stephen R. Harwood  
President

- g. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be construed to render them enforceable to the fullest extent.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth above.

**GENERAL CHEMICAL (SODA ASH) PARTNERS**

a Delaware general partnership

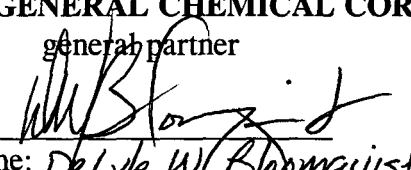
By **GENERAL CHEMICAL CORPORATION**

general partner

By

Name:

Title:

  
DeLyle W. Bloomquist  
VP & GM

**STATE STREET BANK AND TRUST COMPANY**

By

Name:

Title:

- g. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be construed to render them enforceable to the fullest extent.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth above.

**GENERAL CHEMICAL (SODA ASH) PARTNERS**

a Delaware general partnership

By **GENERAL CHEMICAL CORPORATION**

general partner

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE STREET BANK AND TRUST COMPANY**

By 

Name: Alison Della Bella

Title: Assistant Vice President



# **SCHEDULE 1 TO PARTIAL LEASE TERMINATION AGREEMENT**

624 100 ton covered hopper cars, originally manufactured by ACF Industries Incorporated and Pullman Incorporated as described below:

<b>Amount</b>	<b>Description</b>	<b>Road Numbers</b>
	100-ton covered hopper cars with gravity outlet gates and trough hatches	GRPX 944000-944009 GRPX 944011-944069 GRPX 944071-944079 ACTX 944080 GRPX 944081-944104 GRPX 944106-944140 GRPX 944142 GRPX 944144-944168 GRPX 944170-944186 GRPX 944188 GRPX 944190-944192 GRPX 944194-944279 GRPX 944281-944289 GRPX 944291-944304 GRPX 944306-944307 GRPX 944309-944325 GRPX 944327 GRPX 944329-944331 GRPX 944333-944375 GRPX 944377-944379 GRPX 944381-944395 GRPX 944397-944468 GRPX 944471-944539 GRPX 944541-944549 GRPX 944550-944564 GRPX 944566-944592 GRPX 944594-944599
	100-ton covered hopper cars with gravity outlet gates and round hatches	GRPX 944800-944818 GCTX 944819 GRPX 944820-944825 ACTX 944826 GCTX 944827 GRPX 944828-944845 GRPX 944847-944848

\* Previous Markings "ACTX"

(1) Most of the "ACTX" cars have been restencilled to "GRPX" and "GCTX"

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF New Jersey )

SS

COUNTY OF Morris )

On February 19, 1999, before me, H. Scott Ellis, personally appeared D.W. Blomquist, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC

H. SCOTT ELLIS  
Attorney at Law  
State of New Jersey

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF MASSACHUSETTS )  
COUNTY OF SUFFOLK )

SS

On \_\_\_\_\_, 1999, before me, Beverly Ann Burack, personally appeared ALISON DELLA BELLA personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that ALISON DELLA BELLA executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Beverly Ann Burack  
NOTARY PUBLIC

**BEVERLY ANN BURACK**  
Notary Public  
My Commission Expires April 16, 2004

